

TEXAS COMMERCE BANK

NATIONAL ASSOCIATION

0-221A057

RECORDATION NO. 9716-C Filed & Recorded

A.W. RITER, III
Banking Officer

Date AUG 8 1980
Fee \$ 10.00

AUG 8 1980 - 3 30 PM

INTERSTATE COMMERCE COMMISSION

P. O. Box 2558
Houston, Texas 77001
(713) 236-5307

August 5, 1980

ICC Washington, D. C.

Secretary of Interstate Commerce Commission
Washington, D. C. 20423

Gentlemen:

In accordance with the provisions of Section 11303 of Title 49 of the United States Code and Section 1116 of Title 49 of the Code of Federal Regulations, there is submitted herewith for filing and recordation three executed counterparts of a supplement to the Security Agreement covering railroad tank cars used or intended for use in connection with interstate commerce.

Also enclosed is a check in the amount of \$10.00 for payment of the recordation fee.

The address of the mortgagor, P & F Leasing Company, P. O. Box 12687, Houston, Texas 77019, and the address of the mortgagee, Texas Commerce Bank National Association, is P. O. Box 2558, Houston, Texas 77001.

Please return an original counterpart of the enclosed instrument, with filing data noted thereon, to the undersigned officer in care of Texas Commerce Bank National Association at the above address. If you need additional information with regard to these instruments or this transaction, please contact the undersigned. Thank you kindly for your attention to this matter.

Very truly yours,

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By A. W. Riter III
A. W. Riter, III

RECEIVED
AUG 8 3 20 PM '80
I.C.C.
FEE OPERATION



Interstate Commerce Commission

Washington, D.C. 20423

8/20/80

OFFICE OF THE SECRETARY

**A.W. Ritter, III
Texas Commerce Bank, N.A.
P.O. Box 2558
Houston, Texas 77001**

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on at , and assigned re-
recording number(s). **8/8/80 3:30pm**

9716-C

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

AUG 8 1980 - 3 30 PM

INTERSTATE COMMERCE COMMISSION

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

SUPPLEMENT TO SECURITY AGREEMENT

THIS SUPPLEMENT dated as of July 25, 1980, to the Security Agreement (hereinafter the "Security Agreement") dated as of August 28, 1978, by and between TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association (hereinafter called "Secured Party"), and P & F LEASING COMPANY, a general partnership organized and existing under the laws of the State of Texas (hereinafter called the "Debtor"):

W I T N E S S E T H:

WHEREAS, Section II of the Security Agreement includes as Equipment subject to the provisions of the Security Agreement the railroad tank cars described therein;

WHEREAS, pursuant to the terms of the Security Agreement the Debtor has granted to the Secured Party a security interest in the Collateral (including the Equipment) listed in said Section II;

WHEREAS, the parties desire to supplement the Security Agreement as provided herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. The Security Agreement is hereby supplemented to identify by new Registration Number the five (5) railroad tank cars included in the Equipment as described in Section II of the Security Agreement, such cars bearing the following Registration Numbers, which Registration Numbers are in addition to Registration Numbers previously assigned to such cars: GLNX 24100, 24101, 24102, 24103 and 24104. Such cars, as Equipment, are subject to all the terms and conditions of the Security Agreement as applicable to Equipment, including the security interest created under Section I thereof. The Security Agreement is hereby further supplemented to identify as a portion of the Collateral the following rights to receive and collect rentals, liquidated damages, proceeds of sale, per diem mileage or other payments now or hereafter to become payable with respect to the Equipment, and accounts, chattel paper and general intangibles relating thereto: all right, title and interest

of Debtor in and to that certain Management Agreement by and between Debtor and Glenco Transportation Services, Inc., dated November 1, 1979 ("Management Agreement").

2. The Security Agreement, as hereby supplemented, remains in full force and effect mutatis mutandis.

3. The Security Agreement, as hereby supplemented, is in all respects ratified and confirmed, and all rights and powers created or granted thereby or thereunder shall be and remain in full force and effect.

4. Terms used in this Supplement have the same meaning herein as in the Security Agreement.

5. The terms "Security Agreement" and "Agreement" as used in the Security Agreement shall be construed to mean the Security Agreement as supplemented by this supplement and all previous supplements.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers and representatives thereunto duly authorized, effective as of the date first written above.

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

By A. W. Ritter III

P & F LEASING COMPANY

By Melvin K. Pankey
Melvin K. Pankey,
Partner

By Gary L. Forbes
Gary L. Forbes,
Partner

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 5th day of August, 1980, before me personally appeared A.W. Riter III to me personally known who being by me duly sworn says that he is a Banking Officer of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors and acknowledged that the execution of the foregoing instrument was for the purposes and consideration therein expressed and was the free act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of August, 1980.

DRUSILLA D. RAY
Notary Public in Harris County, Texas
My Commission Expires 9-13-1981

My commission expires:
9-13-81

Drusilla D. Ray
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared MELVIN K. PANKEY, a Partner of P & F LEASING COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of P & F LEASING COMPANY, a general partnership, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of July, 1980.

My commission expires:
March 7, 1981.

Judith Morgan
Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared GARY L. FORBES, a Partner of P & F LEASING COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of P & F LEASING COMPANY, a general partnership, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of July, 1980.

My commission expires:
March 7, 1981.

✓ *Janita Morgan*
Notary Public in and for
Harris County, Texas